
Puget Sound Marine and Nearshore Protection and Restoration Grant Program

REQUEST FOR PROPOSALS:

*Protecting Puget Sound
marine and shoreline
habitat through improved
permitting and
compliance with
development regulations*

ENHANCING EFFECTIVE
REGULATION & STEWARDSHIP

AUGUST 4, 2011



Protecting Puget Sound Marine and Shoreline Habitat through Improved Permitting and Compliance with Development Regulations

REQUEST FOR PROPOSALS (RFP) FUNDING OPPORTUNITY NUMBER: 11-0034

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IMPORTANT DATES¹

August 5, 2011 (Friday)	Request for Proposals published
12:00 PM (Noon) September 26, 2011 (Monday)	Pre-proposal Deadline
Sept 28-Oct 11, 2011	Pre-Proposal Evaluation Process
October 14, 2011 (Friday)	Successful Applicants Invited to Submit Full Proposal
12:00 PM (Noon) November 18, 2011 (Friday)	Full Proposal/Application deadline
Nov 28-Dec 16, 2011	Full Proposal Evaluation Process
December 30, 2011 (Friday)	Ranked list of proposals published
January 5, 2012 (Thursday)	Successful Applicant Workshop
Jan 2012	Contracting with Successful Project Sponsors
Jan 2012 – Dec 2013	Project Implementation

Washington Departments of Fish and Wildlife and Natural Resources reserve the right to amend this solicitation for administrative (i.e. change of dates or location) or technical (i.e. change in requirements) purposes. Application material and amendments are posted at http://wdfw.wa.gov/grants/ps_marine_nearshore/rfp/. Please check periodically for changes.

¹ Other than deadlines, the above dates are estimated and subject to change.

OVERVIEW

Washington Departments of Fish and Wildlife (WDFW) and Natural Resources (WADNR) are issuing this Request for Proposals (RFP) to protect high value Puget Sound nearshore and marine habitat by supporting projects that maximize effectiveness of regulatory programs addressing development at the local and regional level. The Puget Sound Marine and Nearshore Protection and Restoration Grant Program (Grant Program) is supporting implementation of the Puget Sound Action Agenda and the US Environmental Protection Agency's (EPA) national goals for Puget Sound. Successful proposals will test and apply innovative tools, techniques, and strategies to help local governments and others implement, monitor compliance with, and enforce existing regulatory programs that protect marine and nearshore ecosystems from the pressures of development.

PUGET SOUND MARINE & NEARSHORE PROTECTION & RESTORATION GRANT PROGRAM

NATIONAL ESTUARY PROGRAM FUNDING

EPA distributes federal funding through the National Estuary Program (NEP) to support Puget Sound protection and restoration work. Most of the funds are used for financial assistance to state, local and Tribal governments for their efforts to implement the Puget Sound Action Agenda. Find more information at the Puget Sound Partnership website: http://www.psp.wa.gov/EPA_funding_FY10.php

EPA selected WDFW and WADNR to receive and strategically invest funding for "Marine and Nearshore Protection and Restoration." Most of these funds will be invested in competitively selected projects led by other entities, such as local governments.

To date, EPA has allocated approximately \$8.5 million to the Grant Program. Future funding is partly dependent on our ability to expeditiously and appropriately invest funds in projects that deliver significant measureable results towards Puget Sound recovery.

GRANT PROGRAM SCOPE

WDFW and WADNR intend to invest the NEP funding in ambitious and innovative actions that produce measurable outcomes tied to 2020 Puget Sound ecosystem recovery targets. Specifically, we will fund projects that protect functioning elements of the ecosystem; prevent irreversible harm; prevent new pathways for existing threats to cause harm; and improve ecosystem resilience by restoring key processes in order to achieve a net gain in ecological function. The Grant Program investment areas include:

- EFFECTIVE REGULATION AND STEWARDSHIP
- STRATEGIC CAPITAL INVESTMENT
- PROGRAMS TO ADDRESS ADDITIONAL HIGH PRIORITY THREATS: INVASIVE SPECIES
- PROGRAMS TO ADDRESS ADDITIONAL HIGH PRIORITY THREATS: OIL SPILLS
- CROSS-CUTTING ISSUES
- ADAPTIVE MANAGEMENT

More information is available in the [Marine and Nearshore Protection and Restoration NEP proposal](#).

DESCRIPTION OF THIS FUNDING OPPORTUNITY

INVESTMENT STRATEGY FOR THIS RFP

The Grant Program is issuing this RFP to address development impacts on the marine and nearshore environment. The focus is on improving protection of shoreline and marine species, habitats, and ecosystem functions by fully implementing existing regulatory programs in order to advance Puget Sound recovery efforts.

RATIONALE

Current regulatory programs were created to protect ecological resources from degradation by managing how and where development occurs, through zoning, development rules, incentive programs, and other means. For example, there are existing standards that protect fish life from harm, prevent disruption to key habitats particularly along the nearshore, and minimize interruption to processes such as primary production and sediment supply and transport. Other benefits of fully implementing existing regulatory protections include:

- avoiding the cost of restoring degraded habitats and processes,
- reducing outside stressors that disrupt restoration and recovery efforts,
- engaging community and encouraging stewardship of the Puget Sound, and
- supporting a diverse and vibrant regional economy with tourism, recreation, and sustainable fish and shellfish harvest opportunities.

We seek proposals that, as their primary focus, help governments and others implement, monitor compliance with, and enforce existing regulatory programs that protect marine and nearshore ecosystems from the pressures of development. Because the health of Puget Sound also depends on interconnected factors such as water quality, we will also accept proposals that secondarily address implementation, compliance with, and/or enforcement of other legal protections. Proposals, for example, might address any of the following as they pertain to marine and nearshore protection:

<i>Local</i>	Shoreline Master Programs, such as <ul style="list-style-type: none">○ Shoreline Conditional Use Permits○ Shoreline Substantial Development Permits○ Shoreline Variance Permits Critical Areas Ordinances Unified Development Codes
<i>State</i>	Hydraulic Project Approvals (HPAs) National Pollutant Discharge Elimination System (NPDES) permits (particularly conditions related to Low Impact Development) Clean Water Act Section 401 Water Quality Certification Aquatic use authorizations
<i>Federal</i>	Endangered Species Act, incidental take permits Clean Water Act Section 404 permits

This RFP supports [Puget Sound Action Agenda](#) priorities related to effective environmental regulation, including:

- D.4.1.7 – Enforce existing regulations before adding new ones. This includes proper and timely application of rules and regulations.
- NTA D.4.7 – Resolve issues related to the Hydraulic Project Approval including effectiveness, compliance, and enforcement.
- D.5 - Improve compliance with rules and regulations to increase the likelihood of achieving ecosystem outcomes.

DESIRED PROJECT DESIGN & OUTCOMES

We are targeting projects that maximize effectiveness of regulatory programs at a local or regional level by:

- ✓ modeling and testing innovative, cost-effective techniques or use of technology
- ✓ leveraging partnerships among public and private organizations, agencies, and/or enterprises
- ✓ encouraging community collaboration and engagement
- ✓ demonstrating a plan to continue successful implementation beyond the timeframe of the pilot

Project sponsors are encouraged to work with their Local Integrating Organizations (LIOs) formed to support implementation of the Puget Sound Action Agenda. To learn more about LIOs, contact PSP Ecosystem Recovery Coordinators (www.psp.wa.gov/staff.php.)

Applicants will be expected to develop results-based proposals that advance priorities from the Puget Sound Action Agenda and contribute to achieving relevant 2020 ecosystem recovery targets (more information can be found at www.psp.wa.gov). In addition, we prefer projects that are consistent with other relevant sources such as Puget Sound Nearshore Ecosystem Restoration Project (PSNERP) documents, Ecoregional Assessments, species recovery plans, and local Action Area priorities, Local Integrating Organization priorities, or management plans for protected marine and nearshore lands. Finally, we seek projects that are transferable to other jurisdictions, so ultimately ecological assets Puget Sound-wide can be better protected using the lessons learned.

In order to increase the effectiveness of regulatory programs, projects should address long-standing challenges to effective regulation. For example ([PSNERP, 2009](#)):

- *Inadequate resources for implementation, enforcement, and monitoring*
- *Limited capacity at the local level to evaluate development proposals and ensure rules, standards, and permit conditions are met*
- *Complex regulatory system of overlapping federal, state, and local regulations increases the cost, time, and uncertainty associated with the permit process and may create disincentives for compliance*
- *Regulatory inconsistency, lack of coordination, and uneven application of existing rules and regulations*
- *Minor or no consequences or penalties for noncompliance*
- *Limited public understanding of natural resources and the need for stewardship*
- *Lack of model incentive programs that effectively protect habitats and habitat-forming processes*

By addressing these or other existing barriers, Grant Program investments should lead to improved protection of Puget Sound ecosystems. The following are examples of short-term outcomes we are seeking as a direct result of project investments, with linkages to the medium- and long-term outcomes.

SHORT-TERM OUTCOMES

Project improves implementation, compliance, and enforcement of environmental regulations, leading to better environmental protection in the project area.

Project provides increased understanding of successful and cost-effective techniques for implementing regulatory programs, including compliance monitoring and enforcement.

MEDIUM-TERM OUTCOMES

Other jurisdictions (beyond those participating in the project) adopt the successful techniques, which leads to improved compliance with legal protections across Puget Sound.

Short-term outcomes and benefits extend beyond the project period.

LONG-TERM OUTCOMES

Existing regulatory programs and other requirements to protect marine and nearshore ecological resources are fully implemented and enforced. As a result, Puget Sound species, habitats, and ecosystem processes are protected from adverse impacts from development and other pressures. For example, fully implemented HPAs, Shoreline Master Programs, Aquatic Lands Leases, and NPDES permits could result in the following:

- *Within a drift cell, natural sediment movement along the shore is uninterrupted to the greatest extent possible*
- *Shade from overwater structures and construction noise are minimized to protect plants and animals*
- *Disruption to substrate in the nearshore is minimized, protecting aquatic vegetation*
- *Fish and shellfish are protected from loss or injury*
- *Degradation to habitats that support fish and shellfish is eliminated or minimized*
- *Contaminants are minimized, protecting water quality and the health of people and the environment*
- *Species and habitat are protected through proper mitigation sequencing*

OUTCOME MEASUREMENT

Our priority is to support projects that lead to full implementation, compliance with, and enforcement of existing environmental regulations, with a focus on actions that achieve quantifiable results within the project period. Proposed activities must also be linked to positive long-term outcomes for nearshore and marine habitats, species, and processes. Applicants will be expected to describe how their projects will achieve their intended short-term outcomes and how they will be measured. For example, depending on the project, performance measures might include rates of compliance with permit conditions before and after the pilot project.

Ultimately, to determine whether environmental outcomes such as protection of fish species and habitat are achieved, the Grant Program may invest in monitoring. This work may or may not be completed by the applicants, depending on the scope of the project.

GRANT PROGRAM PRINCIPLES

The following principles guide our investments.

FURTHER PUGET SOUND RECOVERY

The Puget Sound Partnership's Leadership Council is in the process of adopting [ecosystem recovery targets](#) as a key feature of the Puget Sound Action Agenda update. The targets are policy statements that reflect the region's commitments to recovery by 2020.

Applicants will be expected to describe how their proposals contribute to the relevant targets, such as:

Competitive proposals demonstrate direct links between proposed actions and Puget Sound ecosystem recovery targets.

SHORELINE ARMORING – Development allows for dynamic shorelines, maintained by coastal processes such as shoreline erosion and ecological exchange between terrestrial and aquatic systems

EELGRASS – Eel grass is protected from negative impacts of development in order to support Puget Sound species, communities, and food webs

ESTUARIES – Development is designed and constructed to allow tidally-influenced wetland habitats at the estuaries of Puget Sound's major rivers to provide ecosystem functions, goods, and services

PACIFIC HERRING – Development is designed and constructed to protect herring and their habitat

WILD CHINOOK SALMON – Development is designed and constructed to protect salmon, preserve the natural processes responsible for maintaining their habitat, and facilitate their safe passage between the marine and freshwater environments

More information about the ecosystem recovery targets can be found at the Puget Sound Partnership website: <http://www.psp.wa.gov/downloads/AA2011/TargetBackgroundJune2011.pdf>

INCORPORATE PRINCIPLES OF ADAPTIVE MANAGEMENT

The Grant Program's technical approach is based upon an adaptive management framework to set goals, plan, implement, monitor, assess, and change as necessary. We are advancing an adaptive management system that fosters a common understanding of the role of adaptive management, evaluates progress toward ecosystem recovery by 2020, and informs necessary changes to our strategies. The Grant Program also continues to actively participate in Puget Sound Partnership's process to set ecosystem and pressure reduction targets, and to revise strategies and actions in the Action Agenda to achieve these targets. The Grant Program will likely invest in monitoring that is critical to tracking the Dashboard Indicators and key threat reduction indicators.

Competitive proposals explain how project results will be evaluated, and how lessons learned will be incorporated to improve future results.

ECOSYSTEM MANAGEMENT APPROACH

Grant program investments will be guided in part by the scientific analyses of the PSNERP. PSNERP data and analyses provide a comprehensive and systematic way of assessing nearshore protection and restoration priorities. This approach can support integration of individual actions into a broader Sound-wide framework. Fundamental to the PSNERP analyses is a focus on the underlying physical processes (e.g., sediment delivery, tidal flow, channel formation) that build and sustain nearshore ecosystems. PSNERP data describe stressors which degrade these processes, and specific locations where nearshore ecosystems have been impacted and where they remain largely intact, helping inform protection or restoration actions. Finally, PSNERP's nearshore classification and associated method of organizing data and analyses supports strategies specific to addressing the protection and restoration needs unique to large river deltas, coastal inlets, and beach systems. Investments will also be informed by the results of DNR's Aquatic Landscape Prioritization Decision Tool Project, part of the Aquatic Lands Habitat Conservation Plan, once adopted. The goal of Landscape Prioritization is to identify aquatic lands that are of greatest importance to HCP-covered species and habitats and develop Aquatic Landscape Plans for those priority areas.

Competitive proposals describe how the proposed actions protect and recover ecosystems and the processes which support them. PSNERP documents, as well as other tools that describe the Puget Sound landscape, might be helpful in understanding and making the connections between actions and outcomes.

CONSIDER CLIMATE CHANGE IMPACTS

In order to help our Grant Program and the projects we fund incorporate climate change considerations, we want all project sponsors to factor in likely impacts. It is essential that sponsors identify whether aspects of the project are potentially vulnerable to climate change impacts that could affect project outcomes, and design the project accordingly. In the context of this RFP, we hope to understand how proposed activities may increase ecosystem adaptability and/or mitigate climate change impacts.

*WDFW climate change website has many resources describing climate change impacts:
http://wdfw.wa.gov/conservation/climate_change/*

ADDITIONAL FUNDING INFORMATION

ANTICIPATED FUNDING SOURCES

This RFP anticipates approximately \$1.5 million will be available for investment. Individual project investments will range from \$100,000 to a maximum of \$500,000. Within this range, we expect to give larger awards to projects that maximize benefits to Puget Sound recovery. Specifically, award amounts will be commensurate with reasonable and expected project outcomes tied to the Puget Sound Action Agenda and/or ecosystem recovery targets. Final award amount and scope may differ from proposed, reflecting assessment of work plan alternatives, and a project sponsor's readiness to complete work in the award period.

We reserve the right to reject all proposals and make no awards under this RFP, award less than the full amount of funds available, or make fewer awards than expected. We also reserve the right to make additional awards under this announcement, consistent with agency policy, if additional funding becomes available after the original selections are made.

PROJECT PERIOD

Project awards will target work to be completed between January 1, 2012 and December 31, 2013.

ELIGIBLE APPLICANTS

Project sponsors may be state, local, or Tribal government agencies, nonprofit conservation organizations, and institutions of higher learning, operating within the Puget Sound region. We encourage eligible sponsors to develop proposals that cultivate partnerships and collaborate across public jurisdictions and private sectors.

Competitive proposals are sponsored by organizations with a direct ability to influence regulation and compliance of Puget Sound shorelines, defined as U.S. waters of Puget Sound, southern Georgia Basin, and the Strait of Juan de Fuca.

Project sponsors must not be an affiliate, subsidiary, or an allied organization of the Association of Community Organizations for Reform Now (ACORN).

MATCHING REQUIREMENTS

Projects must provide 25% non-federal match of cash or in-kind services (1:3 ratio of match to grant funding). Matching funds are considered grant funds, are included in the total award amount, and are subject to the terms of the grant agreement. For example, match activities must occur during the award period, and be eligible and necessary to complete the project work plan. In-kind contributions include volunteer or donated time, equipment, expertise, salaries, or other verifiable costs, and are subject to the regulations governing matching fund requirements at [40CFR 31.24](#) or [40 CFR 30.23](#), as applicable. All grant funds are subject to federal audit. Any restrictions on the use of grant funds also apply to the use of matching funds. Other federal grants may not be used as match without specific statutory authority.

If a sponsor is unable to meet match requirements, we will consider approving a match policy exception. The request must be submitted as a part of the five-page pre-proposal, state the level of match proposed, and in less than 150 words, justify the request. Approval is at the discretion of Grant Program Managers.

PROPOSAL REVIEW PROCESS

Proposals will be selected for funding through a two-step process using a pre-proposal including a project overview and applicant team qualifications. A review panel made up of individuals with regulatory program experience from diverse organizations will consider and rank the pre-proposals to identify which project sponsors will be invited to submit a full proposal. Full proposals will then be reviewed, evaluated, and ranked for funding.

While the review panel is composed of individuals with topic area expertise in marine and nearshore development regulation, project sponsors should not assume any previous knowledge of project-specific conditions on the part of panel members. Completion of project evaluation will result in a ranked list of projects.

SUBMITTAL FORMAT AND ADDRESS

Please send complete applications to: PSMarineNearshoreGrants@dfw.wa.gov

All files should be decipherable when printed on standard letter size paper. These files can be delivered via one or more e-mails. Each e-mail should be less than 10 megabytes. All submittals received via e-mail will be provided with confirmation of receipt within 2 business days. WDFW is not responsible for e-mail system malfunctions or other factors which prevent successful delivery of proposals prior to the published due date. Sponsors are encouraged to submit materials sufficiently in advance of deadlines, and request return receipt notification of successful e-mail message delivery.

WDFW will not review or inform project sponsors of the completeness of applications prior to the RFP close date. Proposals deemed incomplete or otherwise ineligible will not be reviewed and evaluated, and the project sponsors will be notified within two business days of the ineligibility determination.

Communications regarding the submitted proposal's eligibility or evaluation will be completed by e-mail. Please carefully select primary contact and secondary contact e-mail addresses to reflect this importance of maintaining e-mail contact. Communications will be sent 'high priority' and contain '(Project Title): RFP 11-0034' in the subject line. WDFW is not responsible for lack of response following successful e-mail transmission to the two e-mail addresses provided by the sponsor.

All discussion of award funding level, scope, and project implementation schedules are preliminary until distribution of award notices. The project sponsor assumes full risks for any costs incurred prior to publication of the ranked list of projects and subsequent grant execution. The project description, award, and award scope may differ from the proposal. Following award negotiation, and ratification by WDFW and WADNR, the list of successful proposals will be published.

STEP 1: PRE-PROPOSAL

Pre-proposals must not exceed five single sided pages (minimum 11 point font and .75" margins). All materials must be included in that page limit. Components include:

A. COVER PAGE ([Template](#)):

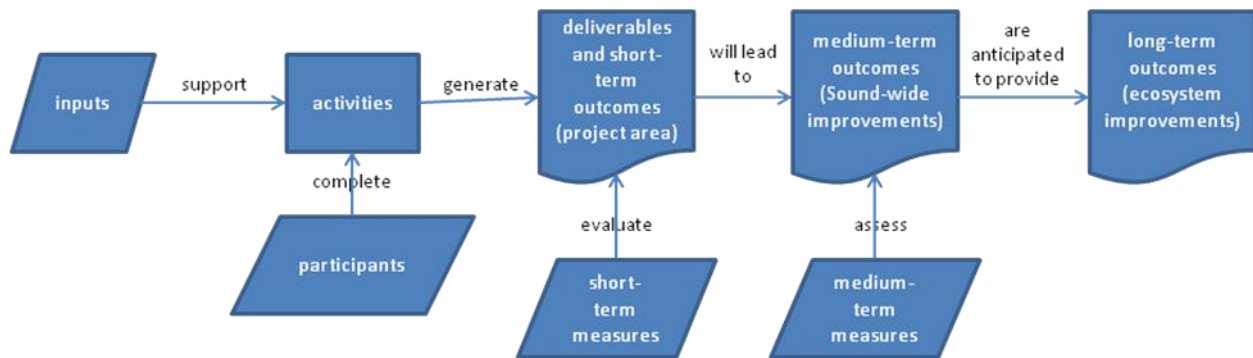
- Project Title
- Location (for example city, county, WRIA, city, watershed)
- Project sponsor contact information (Primary and secondary contact names, affiliations, mailing addresses, telephone numbers, e-mail addresses)
- Grant funding request amount
- Source and amount of matching funds

- Certification statements
- Signature of Sponsor director, or member of the governing board.

B. LOGIC MODEL AND NARRATIVE ([Optional Template](#)):

The logic model is the primary means by which the review team will assess the likely effectiveness of your proposed activities in helping to meet the Grant Program objectives. It will also help communicate your thought process for connecting intended actions with desired outcomes. A well formed logic model can articulate project design, and be used to track, evaluate, and adapt a project's work.

The sample logic model worksheet provided in the Application Templates section of this RFP includes suggestions for the types of information to include under each category. While you may use another format to illustrate your logic model, it is essential that your submittal provide the following information:



In addition to a completed logic model, provide a narrative describing in more detail (400 words or less):

- Project activities
- Rationale: why the project is important and why you expect these activities will achieve the project outcomes
- What you will measure to determine project effectiveness
- Other benefits that address evaluation criterion #5

C. MAP

A map indicating the region of Puget Sound this project is designed to influence. Include map title, project name, sponsor name or logo, North arrow, map scale, label major highways, roadways, cities, towns, county boundaries, etc.

D. STATEMENT OF QUALIFICATIONS

- Provide project sponsor's organizational experience relating to the proposed activities and objectives.
- Describe how the expertise, qualifications, knowledge, of key project staff (including any contracted resources) will enable them to successfully implement the project.
- Submit a list of no more than three federally funded and/or non-federally funded grant agreements, or self-financed projects similar in size, scope, and relevance to the proposed project that your organization performed within the last three years and describe:

- Whether and how you were able to successfully complete and manage the agreements within the original budget and schedule. Note budget increase or time extension amendments.
- Your history of meeting the reporting requirements under the agreements including whether you adequately and timely reported on your progress towards achieving the expected milestones and results (and if not, explain why not) and whether you submitted acceptable final technical reports under the agreements.

In evaluating qualifications, we will consider the information provided and may also consider relevant information from other sources, including information from current/prior grantors (e.g., to verify and/or supplement the information provided by sponsor).

PRE-PROPOSAL DEADLINE

Complete pre-proposals must be provided in electronic format through email attachments, and received in the submittal [e-mail address](#) box indicated above by **12:00 PM (Noon), Monday, September 26, 2011**. Pre-proposals received after this time, requesting more than the maximum grant funding amount, or not in the described format may not be considered for competition at the discretion of WDFW and WADNR.

Due to short timelines and limited staff we request that pre-proposal material be submitted in no more than a single MS Word™ or PDF document.

STEP 2: FULL PROPOSAL

Successful project sponsors will be notified, and supplemental instructions may be provided with the invitation to submit a full proposal. A complete full proposal includes:

Document 1: Up to eight single sided pages (minimum 11 point font and .75" margins) including the cover page, proposed statement of work, and revised logic model & narrative.

A. COVER PAGE *(from Pre-proposal)*

B. PROPOSED STATEMENT OF WORK

In order to expedite potential contracting and a final award, the Proposed Statement of Work (SOW) will be an important element of the full proposal. The SOW should completely describe the project so that the sponsor and Grant Program share a clear understanding of what will be accomplished via the grant agreement and to what standards. The SOW format and contents will vary from project to project, but will incorporate the following sections:

I. BACKGROUND

Like an "Introduction," this section orients the reader to the planned project

- Identify the project sponsor
- Describe why the project is being pursued.
- Describe how it relates to other projects
- Summarize any statutory authority or regulations affecting the project
- Relationship of project to Action Agenda, targets, and other relevant sources

II. SCOPE

Provide a brief statement of what will be accomplished under the contract — the project’s breadth and limitations. If applicable, address how project provides “Other Benefits” (Criterion 5). Specific work tasks or a description of deliverable products should be included in the “Tasks/Deliverables” section below.

III. OBJECTIVES

Provide a concise overview of the contract effort, goals, and objectives; and how the results or end products will be used.

IV. TASKS AND DELIVERABLES

Define the tasks that the project sponsor will complete during contract performance. Clearly articulate what will be accomplished. For most tasks, there will be one or more deliverables. Under each task, name and briefly describe the deliverable(s), the associated reimbursable cost, and due date. If applicable, reference minimum requirements or industry standards associated with a task or deliverable.

V. PERIOD OF PERFORMANCE

State the period of performance necessary to complete the project. Projects must be complete by December 31, 2013 to allow time for contract closeout.

VI. MATCHING RESOURCES & PARTNER ROLES

Summarize what will be used as match and who will be partnering with the project sponsor to complete the project.

C. REFINED LOGIC MODEL& NARRATIVE

Document 2: A single XLS workbook with Tasks and Timeline, and Budget worksheets (readable by Excel 2000; template available at http://wdfw.wa.gov/grants/ps_marine_nearshore/rfp/)

D. TASKS AND TIMELINE WORKSHEET

Each project proposal must be accompanied by a [tasks and timeline worksheet](#) in XLS format .Provide a list of the major project tasks that would be completed with funding. In the description and notes column, add details. In the target date column, indicate when the proposed work would be completed within the award period. Please itemize the actions or management measures to be completed, including quantitative estimates where possible. This table should be consistent with the information provided in the proposed SOW and budget.

Task	Deliverable	Description & Notes	Target Date
Grant Administration	Progress Reports		
Grant Administration	Invoicing		
Grant Administration	Final Report		
(Add rows as needed)			

E. BUDGET WORKSHEET

Each project proposal must be accompanied by a [budget worksheet](#) in XLS format

	Deliverable 1	Deliverable 2	Deliverable 3	Deliverable 4	
Describe deliverable					
Due date					Total
Personnel					0
Fringe Benefits					0
Travel					0
Equipment					0
Supplies					0
Subtotal	0	0	0	0	0
Indirect	0	0	0	0	0
Contracts					0
Other					0
Total	0	0	0	0	0

Document 3: Budget narrative and all optional supporting materials as a second MS Word™ or PDF document.

F. BUDGET NARRATIVE

To evaluate project costs, we require disclosure of whole project cost estimates, recognizing that an award may only result in phased funding, or may only pay for a portion of whole project costs. A complete budget narrative is necessary to evaluate project costs. You may use your own project budget spreadsheets to support the project budget worksheet, but budget narrative materials must allow reviewers to understand the basis for the project cost estimates. The budget narrative should, at minimum, justify total task cost.

‘Personnel’ refers to wages and salaries for staff engaged in project implementation. Narrative should break down costs by staff type, by rates, and hours. Identify project roles for project managers and key staff.

‘Fringe Benefits’ are those costs employers incur for providing a package of benefits beyond salary or wages, and can be described as a percentage of wage costs.

‘Travel’ should include the method used to calculate travel costs (e.g., mileage rate; estimated miles traveled). Costs must not exceed the [Washington State per diem rates](#).

‘Equipment’ includes items with a value greater than \$5000 per unit and a useful life more than 1 year. Items with a unit cost of less than \$5000 are deemed to be supplies, pursuant to 40 CFR 31.3 and 30.2. If applicable, provide an itemized list of equipment and indicate why it is more economical to purchase rather than lease.

‘Indirect Costs’ are those incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results

achieved. Indirect costs are not reimbursable expenses. A standard allowance not to exceed 15% of total costs may be used to meet the match requirement.

‘Supplies’ are material costs that are not equipment. Please describe quantities and unit costs of supplies.

‘Contractual’ costs may not be finalized at the time of application. Individual contracts should be itemized with a brief description of scope, the basis for the estimate (i.e. engineers estimate, firm fixed bid, etc.) and the contract status (bid documents prepared, RFP released, etc.) Where labor costs are fixed and fully loaded they could be included as contractual costs.

‘Other’ costs should be described by the nature of the expense and the method of estimation.

Ineligible Expenses or Activities:

For a complete list of the State and Federal terms and conditions guiding eligible uses of this funding, review the attached [grant agreement](#). The following costs are not eligible for funding or as match contribution.

- **Land acquisition costs**
- **Restoration construction costs**
- **RFP Submittal costs.**
- **Management Fees** or similar charges in excess of the direct costs and indirect costs. Expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for similar costs not allowable under this agreement.
- **Mitigation Requirements** or obligatory compensation or incurred by the sponsor or a third-party. Funding, however, may be provided for actions associated with compensation or mitigation, if those elements are above and beyond the mitigation requirements and can be easily isolated from the required mitigation activities.
- **Lobbying** or litigation against Federal, State or local Governments.
- **Ordinary operating expenses** of local government, such as the salaries and expenses of a mayor, city council member, city attorney, etc., overtime differential paid to employees of local government, and permits and fees required by federal, state, or local regulations.
- **Bad debts, uncollected accounts or claims**
- **Alcoholic beverages**
- **Interest and other financial costs**
- **Raffle, door, or other prizes** unless authorized by the Program coordinator.

E. ADDITIONAL SUPPORTING DOCUMENTS (OPTIONAL)

Sponsor may submit other supporting documents that improve reviewers’ ability to evaluate projects, such as:

- A resume or curriculum vitae for project managers and key technical staff.
- Photographs or other graphics which illustrate elements of the proposal.
- Letters from project partners or other stakeholders committing to contribute resources that support project success.

FULL PROPOSAL DEADLINE

Complete proposals must be in electronic format, and received in the submittal [e-mail address](#) box indicated above by **12:00 PM (Noon) Friday, November 18, 2011**. Proposals received after this time, requesting more than the maximum grant funding amount, or not in the described format may not be considered for competition at the discretion of WDFW and DNR.

Please provide the complete proposal in an electronic format through email attachments. ***Due to short timelines and limited staff we request that full proposal materials be submitted in no more than three electronic files per proposal.***

EVALUATION CRITERIA

Eligible pre-and full proposals will be evaluated on the following criteria listed below. Points will be awarded based on how well each evaluation criterion or sub-criterion is addressed. Weight is based on a 100 point scale, with an opportunity for up to 5 additional points if the project provides other significant benefits to the Puget Sound region.

- 1) *Ecological Importance To Puget Sound Recovery* (25 points)
 - Demonstrates understanding of, and addresses Grant Program priorities and principles.
 - Demonstrates significance of and effective solution to priority threats, pressures, or problems identified by Puget Sound Partnership or in other supporting documents.
 - Demonstrates how issues/solutions support Puget Sound Action Agenda 2020 ecosystem targets, priorities, and strategies.
- 2) *Technical Merit* (45 Points)
 - a) Project Design (15 points)
 - Demonstrates how project meets goals, principles, and outcomes stated in RFP.
 - Demonstrates likelihood of achieving expected environmental outcomes, including 2020 ecosystem targets.
 - Proposes appropriate measures/monitoring to evaluate project effectiveness.
 - Promotes an adaptive management approach that assesses project performance and demonstrates clear mechanism for utilizing lessons learned to improve future performance.
 - Demonstrates consideration of likely climate change impacts, identifying areas of potential vulnerability and opportunities for climate change adaptation and/or mitigation.
 - b) Cost-effectiveness (15 Points)
 - Budget is reasonable, complete, and accurate, leverages other resources, and provides good return on investment.
 - Uses cost-effective approaches to completing projects, such as engaging Puget Sound Corps crews within the Washington Conservation Corps.
 - c) Long-term results (15 Points)
 - Describes unique, creative, or novel approaches to environmental protection that are replicable by other jurisdictions and/or achieve a multiplier effect.
 - Presents a viable self-sustaining program, where ongoing environmental protection is not dependent on future Grant Program funding.
 - Breaks down multiple long-standing barriers to effective environmental protection

- Jurisdictions with regulatory authority commit to use outcomes of the project to guide program improvements.
- Demonstrates effective strategy for transferring knowledge and experience garnered to others.

3) *Project Readiness & Probability of Success* (15 Points)

- Key project staff has the expertise and qualifications to accomplish project tasks and activities.
- Project managers and key staff have demonstrated experience and ability to successfully complete and manage the project.
- Project schedule is realistic and demonstrates readiness to proceed with project.

4) *Partnership* (15 Points)

- Partnerships and coordinated approach promotes or uses local and regional partnering/collaboration
- Leverage. Documented non-match contributions (in-kind and direct) from other entities and organizations which demonstrate support for the project.

5) *“Other Benefits”* (Up to 5 Additional Points)

We recognize there may be other benefits beyond those addressed in the criteria above that should be considered when weighing the merits of one project against another. Project sponsors are invited to describe other project benefits, for example:

- Quantify tangible economic benefits that will accrue as a result of project implementation (e.g., job creation or additional tourism revenue to the region).
- Identify elements of a project that will fill a knowledge gap or reduce uncertainty in a way that improves our ability to protect or restore marine and nearshore processes, habitats, and/or species (e.g., climate change adaptation, cumulative impacts of development, and influencing individual behaviors).
- Identify project elements that address other pressures or threats to Puget Sound environments, such as pollution, invasive species, and upland development.

AWARD ADMINISTRATION

CONTRACT INFORMATION

Grant awards will be administered through contracts between project sponsors and the Washington Department of Fish and Wildlife. WDFW is providing these sub-awards under cooperative agreement PC-00J29801 with the U.S. Environmental Protection Agency Region 10. All sub-awards must comply with all applicable regulations, statutes, and terms and conditions in the cooperative agreement applicable to sub-awards which are listed in the sample grant agreement.

QUESTIONS

Questions about this RFP should be sent to PSMarineNearshoreGrants@dfw.wa.gov. Questions received before September 16, 2011 will be answered and responses posted on the Grant Program Funding Opportunity page: http://wdfw.wa.gov/grants/ps_marine_nearshore/rfp/. Any other communication will be considered unofficial and non-binding on the Grant Program. Applicants are to rely on written statements issued by the Grant Program.

AGREEMENT FOR GRANT SUB-RECIPIENT
BETWEEN
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AND
CONTRACTING PARTY

FOR SERVICES RELATED TO THE PUGET SOUND ACTION AGENDA: ECOSYSTEM RESTORATION AND
PROTECTION MARINE AND NEARSHORE PROTECTION AND RESTORATION

This Sub-recipient Agreement is made and entered into by and between the Washington Department of Fish and Wildlife, hereinafter referred to as WDFW, and [SUB-RECIPIENT], hereinafter referred to as ENTITY or Sub-Recipient, both agencies of the State of Washington, for Sub-recipient to provide services to the WDFW for tasks pertaining to the Puget Sound Action Agenda. Collectively WDFW and ENTITY may be referred to as **Parties**, or **Partners**, used interchangeably throughout this Agreement.

WHEREAS, the WDFW was awarded Grant Number PC-00J29801-0; WDFW Contract Number 10-1744 by the United States Environmental Protection Agency (EPA) for the administration, and projects for the Puget Sound Action Agenda: Ecosystem Restoration and Protection Marine and Nearshore Protection and Restoration, and

WHEREAS, Sub-Recipient is designated as a sub-grantee of funds as budgeted for under the EPA Grant (PC-00J29801-0; WDFW Contract Number 10-1744); and

WHEREAS, the WDFW and ENTITY desire to work in cooperation to achieve the goals of the Puget Sound Action Agenda.

NOW THEREFORE, in consideration of the forgoing, and following terms and conditions, the Parties mutually agree as follows:

I. AUTHORITIES:

The WDFW and the ENTITY have the legal authority to enter into this Agreement to ensure proper planning, management, and completion of the project.

The WDFW enters into this Agreement under the authority of RCW 39.34, the Interlocal Cooperation Act. The ENTITY, under the authority the [ENTER AUTHORITY, IF DIFFERENT FROM 39.34]

II. PURPOSE:

This Agreement provides terms under which Sub-Recipient will provide services to the WDFW as described in Attachment B, Contract/Project Summary, attached hereto and incorporated by reference.

This Agreement does not in any way change or relieve the Parties of the planning, implementation, monitoring, and quality assurance of the resource management activities being implemented. Nor does

this Agreement provide the Parties with the authority to award each other projects and/or obligate funds without the full consent of the responsible designated official.

III. DESCRIPTION OF PROJECT

Sub-Recipient shall perform the project as described in Attachments, which are incorporated herein by this reference:

- Attachment A General Terms and Conditions
- Attachment B Contract/Project Summary
- Attachment C Compensation / Project Budget
- Attachment D Federal Provisions
- Attachment E Grantee's Project Proposal
- Attachment F Other, if any

IV. RESPONSIBILITIES

- 4.1 Sub-Recipient shall conduct the tasks within the available budget, and shall provide to the WDFW the work and deliverables as described in Attachment B, Contract/Project Summary to the satisfaction of the WDFW.
- 4.2 Sub-Recipient shall acknowledge the EPA, and the WDFW as the funding source for work conducted under this Agreement in all publications that may result from this work as further described in Attachment B, Contract/Project Summary, attached hereto and incorporated by reference. Sub-Recipient agrees to maintain books, documents, records and other evidence pertaining to any work and deliverables done or produced by the Sub-Recipient pursuant to this Agreement. The WDFW shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The Parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.
- 4.3 Sub-Recipient will provide the WDFW with the option to provide input for consideration in any manuscripts which may result from work conducted under this Agreement.
- 4.4 Upon completion of work, tasks, and/or deliverables to the satisfaction of the WDFW for services provided as described in Attachment B, Contract/Project Summary, and the WDFW shall make payments in accordance with the terms of [Section IV. Funding](#) below. Unless specifically stated to the contrary in this Agreement, the WDFW is not otherwise obligated to provide any funds, perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement. The Parties agree WDFW's responsibility for payment to Sub-Recipient is wholly subject to and contingent upon the availability of the EPA Grant funds to the WDFW, and in the event that the EPA Grant funds are or become unavailable to the WDFW for any reason (and/or in the event WDFW is required to refund or reimburse the EPA Grant funds {or portion thereof} for any reason), the Parties agree that the WDFW shall not otherwise be responsible or liable for any compensation and/or payment/s to the Sub-Recipient in any amount. If necessary, upon the request of the WDFW, the Sub-Recipient shall refund any funds provided by WDFW pursuant to the terms of this Agreement in the event WDFW is required to refund all or any portion of the EPA Grant funds for any reason.

V. COMMENCEMENT / EXPIRATION DATE

Work under this Agreement will commence on [MONTH DATE, 201X], and is effective through [MONTH DATE, 20____], unless sooner terminated pursuant to the terms herein, or extended by written agreement.

VI. FUNDING

Subject to the availability of EPA Grant funds by the WDFW, the total Grant award provided under this Agreement shall not exceed [WRITE OUT VALUE (\$xxxxxxx)] for actual costs and expenses incurred by Sub-Recipient in conducting tasks and providing said deliverables based on the attached Compensation /Project Budget. All of the funds for this Grant are provided from the U.S. Environmental Protection Agency, and must be reported under CFDA #66.123 – Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program.

If the Sub-Recipient's total federal expenditures are \$500,000 or more during the Sub-Recipient's fiscal year, Sub-Recipient is required to have a federal single audit conducted for that year in compliance with Office of Management and Budget Circular A-133. A copy of the final audit report must be provided to WDFW within nine months of the end of the Sub-Recipient's fiscal year, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Failure to provide required A-133 audits will lead to a suspension of payment and may lead to a suspension of WDFW agreements.

VII. RIGHTS AND OBLIGATIONS

All rights and obligations of the Parties of this Agreement are subject to the Terms and Conditions of this Agreement, including the Attachments, which are incorporated herein by this reference. Sub-Recipient has read, fully understands, and agrees to be bound by all Terms and conditions set forth in these documents.

VIII. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND WDFW GUIDELINES

This Agreement is governed by and the Sub-Recipient shall comply with, all applicable State, federal, and local laws and regulations, and published WDFW guidelines, which are incorporated herein by this reference as if fully set forth.

IX. PRINCIPAL CONTACTS

The principal contacts for this instrument are:

WDFW PROJECT COORDINATOR

Name
Title
Washington Dept. of Fish & Wildlife
600 Capitol Way North
Olympia, WA 98501
Phone: (360) 902-XXXX
FAX: (360) 902-2947
E-Mail: XXX.XXX@dfw.wa.gov

ENTITY PROJECT COORDINATOR

NAME
TITLE
ORGANIZATION
ADDRESS
CITY, STATE ZIP CODE
Phone: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
E-Mail: ADDRESS

WDFW ADMINISTRATIVE CONTACT

Janice Jackson
 Deputy Contracts Officer
 Washington Dept. of Fish & Wildlife
 600 Capitol Way North
 Olympia, WA 98501-1091
 Phone: (360) 902-2444
 Email: janice.jackson@dfw.wa.gov

ENTITY ADMINISTRATIVE CONTACT

NAME
 TITLE
 ORGANIZATION
 ADDRESS
 CITY, STATE ZIP CODE
 Phone: (xxx) xxx-xxxx
 Email: ADDRESS

X. ENTIRE AGREEMENT

This Agreement contains all the Terms and Conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XI. SIGNATURES

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHERE, ENTITY AND WDFW HAVE EXECUTED THIS GRANT, AND RELEVANT DOCUMENTS.

ENTITY

WASHINGTON STATE DEPARTMENT OF
FISH AND WILDLIFE

By: _____

By: _____

AUTHORIZED REP

LEE ROLLE

TITLE: _____

TITLE: Chief Financial Officer

DATE: _____

DATE: _____

FEIN _____

DUNS NUMBER _____

ATTACHMENT(S)

- Attachment A General Terms and Conditions
- Attachment B Contract/Project Summary /Statement of Work
- Attachment C Compensation / Project Budget
- Attachment D Federal Provisions
- Attachment E Grantee's Project Proposal

STANDARD - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS: As used throughout this contract, the following terms shall have the meaning set forth below:

A. **"WDFW"** shall mean the Department of Fish and Wildlife, of the state of Washington, any program, division, section, unit or other entity of WDFW, or any of the officers or other officials lawfully representing WDFW.

B. **"Agent"** shall mean the Director, Department of Fish and Wildlife, and/or the delegate authorized in writing to act on the Director's behalf.

C. **"Sub-Recipient"** shall mean the Agency, Firm, Provider, Organization, individual or other entity performing services under this Agreement, and shall include all employees of the Sub-Recipient.

D. **"Subcontractor"** shall mean one not in the employment of the Sub-Recipient, who is performing all or part of those services under this Agreement, under a separate contract with the Sub-Recipient. The terms "Subcontractor" and Subcontractors" means Subcontractor(s) in any tier.

E. **"Personal Property"** shall mean that property which in its broadest legal signification includes everything the subject of ownership not being land or any interest in land. Personal property includes movable and tangible things, such as furniture, merchandise, etc.

F. **"Inventoriable Equipment"** includes all capitalized fixed assets plus all fixed assets meeting WDFW definition of small and attractive.

G. **"Fixed Assets"** assets (normally tangible, but including several intangible) acquired through funding under this Agreement, with a life expectancy of more than one year.

2. IDENTIFICATION: It is the Sub-Recipient's responsibility to ensure that the contract number appears on all correspondence, invoices, reports and materials related to this Agreement and each Agreement executed between the Sub-Recipient and WDFW.

3. SUB-RECIPIENT NOT EMPLOYEE OF WDFW: The Sub-Recipient and his or her employees, agents, representatives or sub-contractors performing under this contract are not employees or agents of WDFW. The Sub-Recipient, his or her employees, agents, representatives or sub-contractors will not hold himself/herself out as nor claim to be an officer or employee of WDFW or of the state of Washington by reason hereof, nor will the Sub-Recipient take any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW.

4. NONDISCRIMINATION: During the performance of this Agreement, the Sub-Recipient shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Sub-Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Sub-Recipient may be declared ineligible for further contracts with the WDFW.

5. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS: In the event of the Sub-Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Agreement may be rescinded, canceled or terminated in whole or in part, and the Sub-Recipient may be declared ineligible for further contracts with WDFW. The Sub-Recipient shall, however, be given a reasonable time

in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

6. REIMBURSEMENT: Requests for reimbursement must be in accordance with the Agreement. These requests must be submitted and approved by the WDFW Program Manager and/or their successor or such other person as designated by the Program Assistant Director. Reimbursement to the Sub-Recipient for approved invoices shall be made by WDFW within thirty (30) days upon receipt of invoice. WDFW may, at its sole discretion, terminate the Agreement or withhold reimbursement claimed by the Sub-Recipient for services rendered if the Sub-Recipient fails to satisfactorily comply with any term or condition of this Agreement.

Sub-Recipient will be notified in writing by WDFW if any disbursements are withheld. Notification shall include the steps necessary for the Sub-Recipient to take (if any) to allow WDFW to disburse the withheld reimbursement.

7. RETAINAGE: WDFW may retain a percentage of the total contract amount from payments to Sub-Recipient. Any percentages or amounts to be retained shall be clearly identified in the Agreement. The retained amount, if any, will be disbursed to the Sub-Recipient only upon completion and acceptance of the services to be rendered in accordance with the terms and conditions of this contract.

8. ADVANCED PAYMENTS PROHIBITED: No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by WDFW with state funding.

9. RECOVERY OF PAYMENTS TO SUB-RECIPIENT AND INTEREST RATE: The right of the Sub-Recipient to retain monies paid as reimbursement payments is contingent upon satisfactory performance of this Agreement including the satisfactory completion of the services to be rendered as described in the Statement of Work. In the event the Sub-Recipient fails, for any reason, to perform obligations required by this Agreement, the Sub-Recipient may, at WDFW's sole discretion, be required to repay WDFW all monies disbursed to the Sub-Recipient for those parts of the project that are rendered ineffectual, in the opinion of WDFW, by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.

10. AUDIT DISCREPANCIES: If any audit identifies discrepancies in the financial records, the Sub-Recipient shall provide clarification and/or make adjustments accordingly. Amounts that have been paid to the Sub-Recipient in violation of the terms of this Agreement shall be promptly refunded to WDFW.

11. OVERPAYMENT: In the event that WDFW establishes overpayment or erroneous payments made to the Sub-Recipient under this Agreement, WDFW may secure payment, plus interest shall accrue at a rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.

12. HOLD HARMLESS AND INDEMNIFICATION: To the fullest extent permitted by law, Sub-Recipient shall indemnify, defend and hold harmless WDFW, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Sub-Recipient's obligation to indemnify, defend, and hold harmless includes any claim by Sub-Recipient's agents, employees, representatives, or any subcontractor or its employees. Sub-Recipient expressly agrees to indemnify, defend, and hold harmless WDFW for any claim arising out of or incident to Sub-Recipient's or any subcontractor's performance or failure to perform the Agreement. Sub-Recipient's obligation to indemnify, defend, and hold harmless WDFW shall not be eliminated or reduced by any actual or alleged concurrent negligence of WDFW or its agents, agencies, employees and officials.

13. SUB-GRANTING: Neither the Sub-Recipient nor any of its sub-awardees shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from WDFW.

14. ASSIGNMENT: This Agreement shall not be assignable in whole or in part by the Sub-Recipient except with the expressed written consent of WDFW.

15. UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: To the extent set forth in the special terms and conditions of this Agreement, the Sub-Recipient is encouraged to utilize minority-owned and women owned business enterprises certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program and shall be subject to applicable requirements of Chapter 39.19 RCW.

16. COVENANT AGAINST CONTINGENT FEES: The Sub-Recipient warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Sub-Recipient for the purpose of securing business. WDFW shall have the right, in the event of breach of this clause by the Sub-Recipient, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

17. CONFLICT OF INTEREST: WDFW may, by written notice to the Sub-Recipient terminate this Agreement if it is found that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Sub-Recipient in procurement of, or performance under, this Agreement.

18. WDFW DOES NOT ASSUME ADDITIONAL DUTIES: WDFW does not assume any obligation or duty, except as required by federal or state law, to determine if Sub-Recipient is complying with all applicable statutes, rules, codes ordinances or permits.

19. RECORDS, DOCUMENTS AND REPORTS: The Sub-Recipient shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by WDFW, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement. The Sub-Recipient will retain all books, records, documents, and other materials relevant to this contract for six years after the date of final payment by WDFW, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

20. RIGHT OF INSPECTION: The Sub-Recipient shall provide right of access to its facilities to WDFW, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

21. SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning WDFW for any purpose not directly connected with the administration of WDFW's or the Sub-Recipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of WDFW.

22. REGISTRATION WITH DEPARTMENT OF REVENUE: The Sub-Recipient shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this Agreement.

23. RIGHTS IN DATA: Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WDFW. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and /or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Agreement but which does not originate therefrom, shall be transferred to WDFW with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Sub-Recipient has a right to grant such a license. The Sub-Recipient shall exert all reasonable effort to advise WDFW, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. WDFW shall receive prompt written notice of each notice or claim of copyright infringement received by the Sub-Recipient with respect to any data delivered under this Agreement. WDFW shall have the right to modify or remove any restrictive markings placed upon the data by the Sub-Recipient. In accordance with Chapter 39.29 RCW, Sub-Recipient shall not charge additional costs to the WDFW, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to data generated under this Agreement. Sub-Recipient shall provide access to data generated under this Agreement to the WDFW, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Agreement and thereafter. For purposes of this section, "data" includes all information that supports the findings, conclusions, and recommendations of the Sub-Recipient's reports, including computer models and the methodology for those models.

24. LICENSING, ACCREDITATION AND REGISTRATION: The Sub-Recipient shall comply with all applicable local, state, and federal licensing, accreditation, permitting and registration requirements/standards, necessary for the performance of this Agreement.

25. TREATMENT OF INVENTORIABLE EQUIPMENT: Title to all inventoriabile equipment financed or furnished by WDFW shall remain in WDFW. Title to all personal property purchased by the Sub-Recipient, for which the Sub-Recipient uses any WDFW funds or is reimbursed by WDFW, shall vest in WDFW.

A. Any property of WDFW furnished to the Sub-Recipient under this Agreement shall, unless otherwise provided herein, be used by the Sub-Recipient only for the performance of this Agreement.

B. Sub-Recipient shall bear responsibility to WDFW for any loss or damage to WDFW's personal property which results from the negligence of the Sub-Recipient or which results from the failure on the part of the Sub-Recipient to maintain and administer that property in accordance with sound management practices.

C. Should any WDFW personal property be damaged, destroyed or lost, Sub-Recipient shall notify WDFW in writing, and shall take all reasonable steps to protect that property from further damage.

D. All inventoriable equipment, if any, purchased under the terms of this Agreement shall become the property of WDFW. The Sub-Recipient shall surrender to WDFW all inventoriable equipment and personal property of WDFW upon completion, termination, cancellation of this Agreement.

E. All reference to the Sub-Recipient under this clause shall also include Sub-Recipient's employees, agents, representatives or subcontractors.

26. DISPUTES: Except as otherwise provided in this Agreement, when a bona fide dispute arises between WDFW and the Sub-Recipient and it cannot be resolved, either party may request a dispute hearing with the Agent. Either party's request for a dispute hearing must be in writing and clearly state:

1. the disputed issue(s),
2. the relative positions of the parties, and
3. the Sub-Recipient's name, address, and Agency contract number.

These requests must be mailed to the Director, Washington State Department of Fish and Wildlife, 600 Capitol Way N., Olympia, Washington 98501-1091, within fifteen (15) days after either party receives notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

27. TERMINATION FOR FUNDING: WDFW may unilaterally terminate this Agreement in the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WDFW may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

28. TERMINATION FOR BREACH: By written notice, WDFW may terminate the Agreement, in whole or in part, for failure of the Sub-Recipient to perform any of the term and conditions of this Agreement. In such event the Sub-Recipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided, that if (i) it is determined for any reason the Sub-Recipient was not in breach, or (ii) the Sub-Recipient's failure to perform is without Sub-Recipient's and/or subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

29. TERMINATION FOR CONVENIENCE: Except as otherwise provided in this Agreement, WDFW may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this Agreement in whole or in part when it is in the best interests of WDFW. If this Agreement is so terminated, WDFW shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

30. TERMINATION PROCEDURE: In the event that this Agreement is terminated for any reason, the Sub-Recipient's exclusive remedy shall be limited to the following: WDFW shall pay to the Sub-Recipient the agreed upon price, if separately stated, for completed work and services accepted by WDFW, and the amount agreed upon by the Sub-Recipient and WDFW for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by WDFW, and (iv) the protection and preservation of property, unless the termination is for breach, in which case the Agent shall determine the extent of the liability to WDFW. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Agreement.

WDFW may withhold from any amounts due the Sub-Recipient such sum as the Agent determines to be necessary to protect WDFW against potential loss or liability.

Upon termination of this Agreement, WDFW, in addition to any other rights provided in this Agreement, may require the Sub-Recipient to deliver to WDFW any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Inventoriable Equipment" clause shall apply in such property transfer.

The rights and remedies of WDFW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of written notice of termination, and except as otherwise directed by the Agent, Sub-Recipient shall;

1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of work that is not terminated under the Agreement;
3. Assign to WDFW, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Sub-Recipient under the orders and subcontracts so terminated, in which case WDFW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WDFW to the extent WDFW may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to WDFW and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to WDFW;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as WDFW may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Sub-Recipient and in which WDFW has or may acquire an interest.

31. LIMITATION OF AUTHORITY: Only an individual delegated authority in writing shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this Agreement on behalf of WDFW. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by WDFW.

32. WAIVER OF DEFAULT: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by WDFW and attached to the original Agreement.

33. AMENDMENTS: WDFW may, at any time, by written order make changes in the general scope of the services to be performed under the Agreement. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by WDFW. No extension of time will be allowed unless such extension has been authorized by WDFW.

34. GOVERNING LAW: This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor by execution of this Agreement acknowledges the jurisdiction of the courts of the state of Washington in this matter.

35. SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

36. GENERAL INSURANCE REQUIREMENTS: Sub-Recipient shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at WDFW's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by WDFW. Any exception must be reviewed and approved by the WDFW Contracts Officer or in the absence of, the WDFW Deputy Contracts Officer, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Sub-Recipient shall furnish WDFW, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the above Agreement number, ATTN: Contracts Office, a description, and include the State of Washington, WDFW, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Sub-Recipient shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Sub-Recipient's liability or responsibility.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WDFW. Sub-Recipient waives all rights against the WDFW for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

WDFW shall be provided written notice before cancellation (Attn: WDFW Contracts) or non-renewal of any insurance referred to therein, in accord with the following specifications.

a. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the WDFW 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.

b. Insurers subject to Chapter 48.15 RCW (Surplus lines): The WDFW shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, WDFW at its sole discretion may accept evidence of self-insurance by the Sub-Recipient, provided Sub-Recipient provides the following:

Sub-Recipient shall provide a statement by a CPA or actuary, satisfactory to the WDFW that demonstrates Sub-Recipient's financial condition is satisfactory to self-insure any of the required insurance coverage.

WDFW may require Sub-Recipient to provide the above from time to time to ensure Sub-Recipient's continuing ability to self-insure. If at any time the Sub-Recipient does not satisfy the self-insurance requirement, Sub-Recipient shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, WDFW does not represent that coverage and limits will be adequate to protect Sub-Recipient, and such coverage and limits shall not limit Sub-Recipient's liability under the indemnities and reimbursements granted to WDFW in this Agreement.

The limits of insurance, which may be increased by WDFW, as deemed necessary, shall not be less than as follows:

36.1 Commercial General Liability (CGL) Insurance:

Sub-Recipient shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

36.2 Employers Liability (Stop Gap) Insurance:

If Sub-Recipient shall use employees to perform this Agreement, Sub-Recipient shall buy employers liability insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

36.3 Business Auto Policy (BAP) Insurance:

Sub-Recipient shall maintain business auto liability and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Sub-Recipient waives all rights against WDFW for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

36.4 Vessels or Boats: Commercial Marine Protection and Indemnity:

If deemed necessary, Sub-Recipient shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 and with a deductible not to exceed \$25,000 (to include diving operations if diving is part of the contracted services) for any liability which includes coverage for injury to the crew and passengers, per accident.

36.5 Workers' Compensation Insurance:

Sub-Recipient shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Sub-Recipient and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Sub-Recipient waives all rights of subrogation against the WDFW for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Sub-Recipient shall indemnify WDFW for all claims arising out of Sub-Recipient's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where WDFW incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Sub-Recipient or its employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed

to WDFW by Sub-Recipient pursuant to the indemnity may be deducted from any payments owed by WDFW to Sub-Recipient for performance of this Agreement.

36.6 Professional Liability Insurance:

Professional liability insurance is required if services delivered pursuant to this Agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Sub-Recipient rendering or failing to render professional services.

Sub-Recipient shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Sub-Recipient shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

36.7 Self-Insurance Liability Program (SIP)

If Sub-Recipient is an agency of the state of Washington, Sub-Recipient and the WDFW are protected by the State's Self-Insurance Liability Program as provided by RCW 4.92.130. With respect to settlement and defense under the program, WDFW and Party to this Grant agrees to share responsibility proportionate to the negligent acts or omissions of their trustees, officers, directors, employees, agency and volunteers.

FEDERAL PROVISIONS

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

ADMINISTRATIVE CONDITIONS

1. Cost Principles

Sub-Recipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR 230 (A-122) Nonprofit Organizations
- FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at: <http://www.gpoaccess.gov/cfr/>

Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. Audit Requirements

The Sub-Recipient shall fully comply with requirements of OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

3. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Sub-Recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. Sub-Recipient may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. Recycled Paper

INSTITUTIONS OF HIGHER EDUCATION HOSPITALS AND NON-PROFIT ORGANIZATIONS

In accordance with 40 CFR 30.16, Sub-Recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

STATE AGENCIES AND POLITICAL SUBDIVISIONS

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA

Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION AND NON-PROFIT ORGANIZATIONS

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

STATE TRIBAL AND LOCAL GOVERNMENT RECIPIENTS

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. Lobbying

Sub-Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

PART 30 RECIPIENTS

All contracts awarded by Sub-Recipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

LOBBYING AND LITIGATION

Sub-Recipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Sub-Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. Suspension and Debarment

Sub-Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Sub-Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Sub-Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-Recipient

acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Sub-Recipient may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

7. Drug-Free Workplace Certification

Sub-Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Sub-Recipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

Sub-Recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Sub-Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at:

http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

8. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. Reimbursement Limitation

If Sub-Recipient expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

10. Trafficking in Persons

The following prohibition statement applies to Sub-Recipient, and all sub-awardees of Sub-Recipient. Sub-Recipient must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. DUNS and CCR Requirements

Unless otherwise exempted from this requirement under 2 CFR 25.110, Sub-Recipient must maintain the currency of its information in the CCR until submission of its final financial report required under this Award or receive the final payment, whichever is later.

Sub-Recipient may not make a sub-award to any entity unless the entity has provided its DUNS number to Sub-Recipient.

12. FY2011 ACORN Funding Restriction

No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

13. Disadvantaged Business enterprise Requirements, General Compliance

Sub-Recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

14. Sub-Awards

If Sub-Recipient makes sub-awards under this Agreement, Sub-Recipient is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. Sub-Recipient agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUB-RECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
6. Obtain DFW's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from DFW for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

PROGRAMMATIC CONDITIONS

1. Semi-Annual FEATS Performance Reports

Sub-Recipient is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by DFW. Sub-Recipient agrees to include brief information on each of the following areas:

- a) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- b) the reasons for slippages if established outputs/outcomes were not met;
- c) additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to DFW 15 calendar days after the end of each reporting period.

2. Final Performance Report

In addition to the periodic performance reports, the sub-recipient will submit a final performance report to DFW within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the DFW Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

3. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT PC 00J29801 TO WASHINGTON DEPARTMENT OF

FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE.”

4. Copyrighted Material

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

DFW acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the DFW Program Manager prior to releasing any final reports or products resulting from the funded study.

6. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the DFW within 30 days of acceptance of this agreement or another date as negotiated with the DFW grants manager. A National Estuary Program (NEP) Quality Coordinator will be hired to support quality assurance for EPA-funded NEP projects. DFW will notify sub-awardees when the position is hired and provide contact information. The sub-recipient will then submit all Quality Assurance documentation to the NEP Quality Coordinator at the Department of Ecology. No work involving direct measurements or data generation, environmental modeling; compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until DFW or Department of Ecology has approved the quality assurance document.

7. Environmental Data and Information Technology

Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

FEDERAL CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Persons signing this form should refer to the applicable CFR regulations for the federal awarding agency for complete instructions of topics referenced below: (Check applicable box.)

- ☐ US Department of Agriculture 7 CFR Parts 3016, 3019, 3017, 3018.
- ☐ US Department of Commerce 15 CFR Parts 24, 14, 26, 28.
- ☐ US Department of Defense 32 CFR Parts 33, 32, 25, 28.
- ☐ US Department of Energy 10 CFR Parts 600, 1036, 601.
- ☐ US Department of Interior 43 CFR Parts 12, 18.
- ☐ US Department of Justice 28 CFR Parts 66, 70, 67, 69.
- ☐ US Department of State 22 CFR Parts 135, 145, 137, 138.
- ☒ US Environmental Protection Agency 40 CFR Parts 31, 30, 32, 34.
- ☐ Federal Emergency Management Agency 44 CFR Parts 13, 17, 18.
- ☐ Other:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions – The prospective primary participant further agrees by entering into this contract/grant that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Use this certification form and sign. (See Applicable federal agency enabling regulation (CFR) for further amplification.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Applicable federal agency enabling regulation (CFR) for further amplification.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Applicable federal agency enabling regulation (CFR) for further amplification.)

Signature on this form provides for compliance with certification requirements under the federal awarding agencies enabling regulation (CFR). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the WDFW determines to award the covered transaction, grant, cooperative agreement, or contract using federal funds.

PART A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or

State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

1. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART D: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

CONTRACT SIGNATURE AUTHORITY

WDFW Contract Number _____

GRANTEE: _____

The persons listed below are the only persons designated to have signature authority to sign Contract/ Agreement documents, or to sign Invoices or other requests for payment under this Agreement. WDFW will not honor documents signed by persons other than those listed below:

Contract/Agreement Signature Authority

1	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

2	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

Invoice/Payment Signature Authority

1	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

2	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

Effective Date: _____

All information must be typed or printed clearly, and all signatures must be original and in ink. The same person(s) may be designated to sign both Contract and Payment documents. If a second person is not listed please write "none" or "not applicable" in the space designated for "name."

RESOURCES

The following websites may provide additional information to support proposal development:

Puget Sound Marine and Nearshore Protection and Restoration Grant Program	http://wdfw.wa.gov/grants/ps_marine_nearshore/
WA Department of Natural Resources Aquatic Lands	http://www.dnr.wa.gov/ResearchScience/AquaticMarineSciences/Pages/Home.aspx
Marine and Nearshore Protection and Restoration NEP proposal	http://wdfw.wa.gov/grants/ps_marine_nearshore/wdfw_dnr_workplan.pdf
Puget Sound Partnership	http://www.psp.wa.gov/EPA_funding_FY10.php
Puget Sound Partnership- Action Agenda	http://www.psp.wa.gov/aa_action_agenda.php
Puget Sound ecosystem recovery targets, background and resolutions	http://www.psp.wa.gov/downloads/AA2011/TargetBackgroundJune2011.pdf http://www.psp.wa.gov/LC_resolutions.php
ORA Environmental Permit Handbook	http://www.ora.wa.gov/resources/handbook.asp
Shoreline Master Program Guidelines	http://www.ecy.wa.gov/programs/sea/sma/guidelines/
Hydraulic Project Approval (HPA)	http://wdfw.wa.gov/licensing/hpa/
EPA Puget Sound homepage	http://www.epa.gov/pugetsound/index.html
San Juan Initiative Final Report	http://www.sanjuaninitiative.org/documents/SJI-Final1208_r.pdf
Puget Sound Nearshore Ecosystem Restoration Project (PSNERP): Publications	http://www.pugetsoundnearshore.org/technical_reports.htm
PSNERP: Change Analysis Geodatabases	http://www.nws.usace.army.mil/PublicMenu/Menu.cfm?sitename=PSNERP&pagename=Change_Analysis
Puget Sound Partnership- Salmon Recovery and Watershed Work Plans	http://www.psp.wa.gov/SR_map.php
The Nature Conservancy Ecoregional Assessments	http://waconservation.org/ecoregionalAssessments.shtml
Habitat Work Schedule	http://hws.ekosystem.us/
WA Dept of Ecology Oblique Aerial Photography	http://apps.ecy.wa.gov/shorephotos/index.html
WA Dept of Ecology Coastal Atlas	https://fortress.wa.gov/ecy/coastalatlas/
WA Dept of Fish & Wildlife Climate Change Information	http://wdfw.wa.gov/conservation/climate_change/
WA Office of Financial Management Travel per diem rates	www.ofm.wa.gov/resources/travel/colormap.pdf

APPLICATION TEMPLATES

The following cover page template is available at: http://wdfw.wa.gov/grants/ps_marine_nearshore/rfp/

Project Title:		
Location:		
	Primary Contact	Secondary Contact
Contact Name:		
Affiliation:		
Address:		
Office Phone:		
Cell Phone:		
e-mail:		
Grant request:	\$	
Matching funds:	\$	
Matching fund source:		

Not Affiliated with ACORN Statement

- ☐ Please check here to affirm project sponsor is not an affiliate, subsidiary, or an allied organization of the Association of Community Organizations for Reform Now (ACORN).

Non-Mitigation Statement

- ☐ Please check here to affirm this project is not associated with a mitigation or other compensatory restoration project, system, or bank, either through a shared footprint, adjacency, design, financing, or other mechanisms.

Certification of Information

- ☐ The applicant, by the signature below, certifies that he or she has read and understands the RFP (Funding Opportunity Number 11-0034) and that all of the information contained in this application and supporting materials is accurate as of the above-listed date. The applicant certifies that its governing board has been legally constituted and that it supports the project as described in this application. The sponsor's governing board also certifies the availability of the matching funds solely for this project. The applicant understands that PS Marine and Nearshore Protection and Restoration Grant Program staff may independently verify all information provided, and that the discovery of incomplete, inaccurate, or misleading information are grounds for the disqualification of this grant application or the revoking of an award.

(SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL)

DATE

TYPED NAME AND TITLE

OPTIONAL LOGIC MODEL WORKSHEET

Project Sponsor: _____ Project Title: _____ Date: _____

INPUTS	OUTPUTS		OUTCOMES		
	ACTIVITIES	DELIVERABLES	SHORT TERM	MEDIUM TERM	LONG TERM
	Resources: Grant Funding \$XXX Other contributions from recipient or partners, in-kind and/or cash \$XXX Participants: Describe roles and responsibilities for undertaking this work (who will be doing it)	Describe the specific activities you propose to undertake with the grant (what will you be doing)	Describe the specific work products you will complete	Describe anticipated outcomes in terms of specific accomplishments that will result from this funding during the grant period	Describe how anticipated changes in program delivery or implementation result in improvements that continue or occur after the end of the project (within project area or Puget Sound-wide)
OUTCOME MEASURES					
SHORT TERM Describe how you propose to measure the results of your actions	MEDIUM TERM (Optional) Describe what measures of improved performance could be used to assess program changes			LONG TERM N/A – recovery targets will be assessed at the Puget Sound scale	

In addition to a completed logic model, provide a narrative describing in more detail (400 words or less):

- Project activities
- Rationale: why the project is important and why you expect these activities will achieve the project outcomes
- What you will measure to determine project effectiveness
- Other benefits addressing evaluation criterion #5